

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 10 (MC2016-97)

Docket No. CP2016-122

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF TERMINATION OF
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 10
CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0091
(February 22, 2017)**

On December 22, 2016, the United States Postal Service (Postal Service) gave notice of filing, in the above-referenced docket, Global Expedited Package Services Non-Published Rates 10 customer agreements with serial numbers ending in 0088 to 0111, 0122, 0123, and 0128.¹ This notice concerns the customer agreement with the serial number NPR10-FY17-NOV16-N-T0-0091, an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's December 22, 2016 filing in this docket.

In accordance with Commission Order No. 3189,² the Postal Service hereby advises that the termination date is February 28, 2017 for the customer agreement with the serial number NPR10-FY17-NOV16-N-T0-0091, as agreed to by the customer in a modification to the contract. A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed

¹ Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 10 Serial Numbers Ending: 0088 to 0111, 0122, 0123, and 0128, Docket No. CP2016-122, December 22, 2016.

² Order No. 3189, Order Concerning the Addition of Global Expedited Package Services - Non-Published Rates Contract 10 (GEPS-NPR 10) to the Competitive Product List, Docket Nos. MC2016-97 and CP2016-122, March 29, 2016, at 7.

under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated March 15, 2016 in this docket.³ Therefore, the Postal Service now asks the Commission to remove the customer agreement with the serial number NPR10-FY17-NOV16-N-T0-0091 from the competitive products list, effective February 28, 2017.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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February 22, 2017

³ Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 10 (GEPS – NPR 10) to the Competitive Products List and Notice of Filing GEPS - NPR 10 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2016-97 and CP2016-122, March 15, 2016 (“GEPS - NPR 10 Notice”), at Attachment 1, *available at* <https://www.prc.gov/docs/95/95321/GEPS%20NPR%2010%20Notice.pdf>.

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on December 6, 2016, and signed by the USPS on December 8, 2016. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to replace Article 12 Term of the Agreement.

Paragraph 1 of Article 12 Term of the Agreement shall now read as follows:

12. Term of the Agreement. The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on February 28, 2017.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-122 Serial Number NPR10-FY17-NOV16-N-T0-0091). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at <http://prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:



Name:

Donald W Ross

Title:

Director International Sales

Date

2-16-17

ON BEHALF OF

Signature:

Name:

Title:

Date:



2/16/17

Confidential

USPS / 02/2017

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